

**STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA**

A Member of the University of Louisiana System

**INVITATION TO BID
TO FURNISH AND DELIVER GRAVEL, SAND, TOP SOIL AND LIMESTONE
TO VARIOUS LOCATIONS ON THE SOUTHEASTERN CAMPUS
FOR THE PERIOD JULY 1, 2010 TO June 30, 2011
FOR
THE SOUTHEASTERN PHYSICAL PLANT DEPT**

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402-0800

DIRECTOR OF PURCHASING: Ed Gautier

PROCUREMENT SPECIALIST: Theresa Zeigler
Telephone: (985) 549-5412

REQUISITIONED BY: Byron Patterson
Telephone: (985) 549-3333

RELEASE DATE: May 10, 2010

BID OPEN DATE: June 1, 2010

BID OPEN TIME: 2:00 p.m., Central Time

DELIVERED LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
2400 North Oak Street
Hammond, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

**STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA**

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 2:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 2:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail address: Southeastern LA University
Purchasing Department
SLU 10800
Hammond, LA 70402-0800

Delivery: Southeastern LA University
Purchasing Department
Property Control & Supply Bldg
2400 North Oak Street
Hammond, LA 70402

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) Bid Forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.
- 2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each

qualifying item is produced, manufactured, harvested, grown or assembled.

- 6) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

SOUTHEASTERN LOUISIANA UNIVERSITY
Insurance Requirements For Vendors

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The Vendor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

A. [Workers' Compensation and Employers Liability](#): Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Vendor for the University.

B. [Comprehensive General Liability](#): \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause". The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor.

C. [Automobile Liability](#): \$1,000,000 combined single limit per accident, for bodily injury and property damage. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the Vendor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(To Be Completed By Successful Vendor)

INDEMNIFICATION AGREEMENT

The Vendor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Vendor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Vendor as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

Accepted by:

Vendor Name _____

Signature _____

Title _____

_____ Date

Is Certificate of Insurance Attached? [] Yes [] No

Contract No. _____ for Southeastern Louisiana University
State Agency

PURPOSE OF CONTRACT:

**Furnish And Deliver Gravel, Sand, Top Soil And Limestone To
Various Locations On The Southeastern Campus For the Period of
July 2010 - June 30, 2011 .**

SOUTHEASTERN LOUISIANA UNIVERSITY

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO.: _____(_____)_____ FAX NUMBER: _____(_____)_____

ADDRESS: _____
MAILING CITY STATE ZIP

SCOPE: Furnish and Deliver Gravel, Sand, Top Soil and Limestone to Various Locations on the Southeastern Campus on As-Needed Basis for the Southeastern Physical Plant Dept.

CONTRACT TERM: July 01, 2010 through June 30, 2011 (On As-Needed Basis)
Contract period may be extended for an additional 2(two) 12 (twelve) months periods upon the mutual agreement of Southeastern and successful bidder at same prices, terms and conditions.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

OTHER REQUIREMENTS:

The attached Instructions To Bidders/General Conditions shall be a part hereof.

TO THE VENDOR:

THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

TERMS: Net 30 Prox., F.O.B., Hammond, Louisiana.

TAXES: Any taxes, other than state and local sales and use tax, shall be included within the bidder's unit price. The University is currently exempt from state sales and use tax.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of the bid without further consideration.

INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not A.M. Best Rated - State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
Bid Response Form

Item No.	Description	Qty	Size	Unit Price	FOB Terms
1.	Washed Gravel Unit price per cubic yard	1	cubic yd		Destination
2.	Masonry Sand Unit price per cubic yard	1	cubic yd		Destination
3.	Construction Sand Unit price per cubic yard	1	cubic yd		Destination
4.	Top Soil (clean / no roots) Unit price per cubic yard	1	cubic yd		Destination
5.	Limestone #610 Unit price per cubic yard	1	cubic yd		Destination
6.	State minimum number of cubic yards that must be ordered per truck load				Destination
7.	State any specific service charge, if any, for loads less than stated above (attach sheet detailing)				Destination
8.	Any other charges (attach sheet detailing)				Destination
9.	Extra Charge per yard when delivering to off campus sites (i.e. Livingston, Baton Rouge, and Turtle Cove- Manchac, LA)				Destination
Signature: _____					Date: _____